Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FROM THE 11.18.25 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
11/18/25 Date
Signature

TITLE: APPROVAL OF AWARD OF LEASE-LEASEBACK B25LS446, SIMI VALLEY HIGH SCHOOL NEW MPR CLASSROOM BUILDING PROJECT TO BALFOUR BEATTY CONSTRUCTION, LLC

Business & Facilities
Consent #7

November 18, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 18, 2022, the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School and amended on March 14, 2023, to incorporate the Simi Valley High School MPR / Kitchen / Classroom Bldg.

On October 21, 2025, the Board of Education approved Action Item #1, Adopting the Balfour Beatty Lease Leaseback Not-To-Exceed Guaranteed Maximum Price After the Division of State Architect (DSA) Provides Plan Check Approval for the New MPR Building Project at Simi Valley High School. DSA has provided plan check approval for the project.

The district requested a final GMP proposal for the SVHS New MPR Classroom Bldg, from Balfour Beatty Construction, LLC.

Agreement No. R22-02903 is being utilized as the Master Construction Agreement for assigning projects to Balfour Beatty Construction, LLC.

Fiscal Analysis

$ 34,071,170.00	Base Price
$ 3,156,362.00	Construction Contingency
$ 37,227,532.00	Guaranteed Maximum Price (GMP) Not To Exceed
$ 3,156,361.00	District Contingency (including Errors and Omissions)
$ 473,454.00	DSA Correction Allowance
$ 23,268.00	Financing Cost
$ 2,000,000.00	Parking Lot Repair - Bid Alternate #1
$ 42,880,615.00	Total Contract Amount, Not to Exceed, funded with Measure X

Recommendation

It is recommended that the Board of Education approve ratification of award of Lease-Leaseback B25LS446, Simi Valley High School New MPR Classroom bldg., to Balfour Beatty Construction, LLC.

On motion # 60 by Trustee Pietralunga, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved the award of Lease-Leaseback B25LS446, Simi Valley High School New MPR Classroom bldg., to Balfour Beatty Construction, LLC.

Ayes: James Pietralunga Jessica Dubran Smollen Noes: 0 Absent: 0 Abstained: 0

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use Master Construction Agreement No.:

Project Name: Simi Valley High School New Multi-Purpose Building
Project Number: B25LS446

Project Description: Simi Valley High School New Multi-Purpose Building

Site Description: 5400 Cochran Street
Simi Valley, CA 93063

Scope of Work/Construction Documents: Construct new MPR Building

DSA Application Number: 03-124559

DSA File Number: 56-H6

Company Name	Balfour Beatty Construction, LLC.
Representative	Dennis Kuykendall, Project Executive Name and Title dkuykendall@balfourbeattyus.com 949-502-4000 Email Address Phone
Contract Signatories (only one is required)	(1) John Bernardy, Sr. VP Name and Title jbernardy@balfourbeattyus.com 949-504-4000 Email Address (2) Name and Title Email Address Phone
Mailing Address	13520 Evening Creek Drive North, Suite 270 Address San Diego, CA 92128 City, State, Zip Code
California Contractor License	Number: 979126 Classifications: A & B Expiration Date: 12-31-26
Acknowledgement of Addenda	(by Addendum Number):1-3

	General Contractor and Subcontractor Fees plus Insurance & Bonds (within GMP)	$ 32,699,731
Section 3.5	Date completion by	05-15-2028
Section 3.6	Liquidated Damages for overstaying lease (Art. 18) is	$ 3500.00

Section 3.7.1	**Construction Contingency** (within GMP) is		$ 3,156,362

Section 3.7.2	**Errors and Omissions Contingency** (within GMP) is	ZERO	
Section 3.9	**The Contractor's fee** (percentage) for this Project (within GMP) is	3.95%	$ 1,371,439
Section 3.7	**TOTAL Guaranteed Maximum Price** (GMP) (Art. 5) is		$ 37,227,532
Section 3.8	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.8.1	**District's Contingency** (Art. 8) is *District Contingency is carried outside of the GMP.*		$ 2,525,089
Section 3.8.2	**DSA Correction Allowance**		$ 473,454
Section 3.8.2	***Errors and Omissions Contingency***		$ 631,272
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is *Sublease Finance Charge is carried outside of the GMP.*		$ 23,268
	SUBTOTAL PROJECT COST Total GMP + District's Contingency + Subcontractor Allowance + Sublease Finance Charge		$ 40,880,615
	EQUIPMENT PROCUREMENT (Not Included)		-

ALTERNATE BID ITEM:
The GMP does not incorporate the Alternate Bid item at this time.

Alternate Bid Item No	Alternative Bid Description	Proposed Price
1	*East Parking lot repair-ALLOWANCE*	$ 2,000,000
	TOTAL PROJECT COST WITH ALTERNATE	$ 42,880,615

For **Sublease Finance Payment**, see Master Sublease Agreement Exhibit C

Proposal Submitted By:

_____	Dennis Kuykendall	11-4-25
(Signature)	(Printed Name)	(Date)

For Use ONLY UPON AWARD OF PROJECT by District's Board of Education

CONTRACTOR:

_____
(Company Name)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

Date:_____

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

_____
(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date:_____

EXHIBIT "B"

Simi Valley USD - SVHS New MPR Building DATE 11.04.2025		
		GMP
Subcontractor Costs MPR (Less Early Procurement Costs)		$ 26,786,288
SDI Insurance	**1.25%**	$ 334,829
Subtotal Subcontracted Costs		**$ 27,121,117**
BBC General Conditions 22 months (12/25 --- 9/27)	**22**	$ 3,740,000
BBC General Conditions 5 months (10/27 --- 3/28)	**5**	$ 682,500
General Requirements		$ 20,000
SUBTOTAL HARD COSTS		$ 31,563,617
Construction Contingency (10% Hard costs)	**10.0%**	$ 3,156,362
CONSTRUCTION COSTS WITH CONTINGENCIES		$ 34,719,978
General Liability/ WC Ins.	**1.20%**	$ 416,640
Builders Risk	**1.00%**	$ 347,200
		$ -
SUBTOTAL COSTS WITH INSURANCE		$ 35,483,818
Lease Leaseback Fee 3.95%	**3.95%**	$ 1,371,439
SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE		$ 36,855,257
Bonds	**1%**	$ 372,275
SUB-SUBTOTAL GMP		**$ 37,227,532**
		$ -
SUBTOTAL GMP		**$ 37,227,532**
District's Contingency (8% hard costs)	**8%**	$ 2,525,089
Errors and Omissions Contingency (2% hard costs)	**2%**	$ 631,272
DSA Correction Allowance	**1.50%**	$ 473,454
Sublease Finance Charge		$ 23,268
TOTAL		**$ 40,880,615**
Bid alternate #01		$ 2,000,000
TOTAL with Bid Alternate #01		**$ 42,880,615**

General Contractor and Subcontractor Fees plus Insurance & Bonds (within GMP)	$ 32,699,731
Construction Contingency	$ 3,156,362
Lease Leaseback Fee 3.95%	$ 1,371,439
GMP	$ 37,227,532
District's Contingency (8% hard costs)	$ 2,525,089
Errors and Omissions Contingency	$ 631,272
DSA Correction Allowance	$ 473,454
Sublease Finance Charge	$ 23,268
Bid Alternate #01	$ 2,000,000
TOTAL PROJECT COST	$ 42,880,615

EXHIBIT "B"

Simi Valley HS - New Multi-Purpose Building

DATE 11.04.2025

Temporary Storm Drain relocation-Allowance		$ 20,000
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL GENERAL REQUIREMENTS		**$ 20,000**

EXHIBIT C

SUBLEASE PAYMENT SCHEDULE
SIMI VALLEY HIGH SCHOOL MPR

The Sublease Payments shall consist of the Sublease Tenant Improvement Payments and the Sublease Finance Payments as follows:

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: $ 35,366,155

II. Sublease Finance Payment of $ 1,861,377 (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

*This includes 5% financing at 1.25% Interest

Monthly Payment No.	Beginning Balance	Payment	Interest	Principal Paid	Ending Balance
1	$ 1,884,645.00	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 1,727,591.25
2	$ 1,727,591.25	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 1,570,537.50
3	$ 1,570,537.50	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 1,413,483.75
4	$ 1,413,483.75	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 1,256,430.00
5	$ 1,256,430.00	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 1,099,376.25
6	$ 1,099,376.25	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 942,322.50
7	$ 942,322.50	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 785,268.75
8	$ 785,268.75	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 628,215.00
9	$ 628,215.00	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 471,161.25
10	$ 471,161.25	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 314,107.50
11	$ 314,107.50	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ 157,053.75
12	$ 157,053.75	$ 157,053.75	$ 1,939.00	$ 155,114.75	$ -
TOTAL		$ 1,884,645.00	$ 23,268.00	$ 1,861,377.00	

* The Prepayment Price shall be the Beginning Balance as of the date the Purchase Option is exercised pursuant to Section 7 of the Sublease Agreement.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
11/18/25 HY
Date Signature

TITLE: APPROVAL OF RATIFICAITON OF AGREEMENT NO. R26-02217 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR THE SIMI VALLEY HIGH SCHOOL NEW MPR CLASSROOM PROJECT

Business & Facilities
Consent #9

November 18, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Geotechnical engineering is required for the design of various projects at Simi Valley High School. Geotechnical engineering services are required by the DSA (Division of the State Architect) and CGS (California Geological Survey) for assessment and reporting on the geological and soils conditions.

Earth Systems is on the list of geotechnical engineering firms approved by the Board of Education on June 13, 2017, and can provide these services.

A proposal from Earth Systems was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is a fixed fee of $70,248.50.

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for the New MPR Classroom building at Simi Valley High School with Earth Systems.

On motion # 60 by Trustee Pietrolungo, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement R26-02217 with the firm of Earth Systems.

Ayes: James Pietrolungo Resnick Abram Smollen Noes: 0 Absent: 0 Abstained: 0

AGREEMENT NO. R26-02217 FOR CONSULTANT SERVICES

AGREEMENT made as of the 18th day of November 2025,

between the District:

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

and the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("Consultant Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services at Simi Valley High School** identified on the attached Proposal from Consultant dated November 3, 2025, (Attachment "A" – Fee Only, to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.

1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

1.3 California Licensed Professional. The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.

1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.

1.6 Subconsultants. Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

1.7 Subconsultants DIR Registered Contractor Status. To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).

1.8 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District. The project schedule is to be completed, as follows:

Construction Phase June 2025 – September 2027

CONTRACT PRICE.

1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **fixed-fee of Seventy Thousand Two-Hundred Forty Eight Dollars and Fifty Cents ($70,248.50)** per the attached Proposal (Attachment "A"- Fee Only).

1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.

1.11 **Additional Services**. No Additional Services are authorized under this agreement, without written direction from the District.

1.12 **Prevailing Wages**. If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-

quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.

1.14 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.

1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.

1.16 **Withholding**. District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

1.17 **Changes or Alterations**. This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

Workers Compensation	In accordance with applicable law

Employers Liability	$2,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	$2,000,000
Aggregate	$4,000,000
Professional Liability	
Per Occurrence	$2,000,000
Motor Vehicle Liability	
Per Occurrence	$1,000,000

1.20 **Workers Compensation and Employers Liability Insurance**. Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.

1.22 **Subconsultants' Insurance**. Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.

1.23 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

1.24 **Indemnity.**

1.24.1 *Consultant Indemnity of District*. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of

Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

1.24.2 *District Indemnity of Consultant*. The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

☒ when the Project and all close-out obligations are completed.

☐ when the District has confirmed that Consultant has properly completed its Scope of Services.

☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ (__) days from the date of award of this Agreement by the District's Board of Trustees.

TERMINATION; SUSPENSION

1.25 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

1.26 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written

notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

1.29 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

1.30 **Time**. Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.

1.31 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

1.32 **Compliance**: Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.

1.33 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.

1.34 **Copyright**. Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

1.35 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

Simi Valley Unified School District
101 W Cochran Street
Simi Valley, CA 93065
Attn.: Lori Rubenstein, Bond Program Manager

and to the Consultant:

See Below

1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

1.37 **Contact with Students**. Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consulant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

1.38 **Disputes.**

1.38.1 *Consultant Continuation of Services*. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

1.38.3 *Government Code Claims.* Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the

provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq*. as a condition precedent to suit, including a demand for arbitration.

1.39 **Limitation on Damages**. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.

1.40 **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

1.41 **Marginal Headings; Captions. Marginal Headings; Captions**. The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

1.42 **Consultant Contact Information**.

Consultant Contact Name: _____

Business Phone: _____ Fax: _____

E-mail: _____

Federal Tax ID Number or SSN: _____
**Consultant must provide a W-9 (attached)*

Are your or any of your employees current or former employee of the District?
☐ Yes ☐ No
If yes, state the date you last worked? _____

Are you related to any employee (s) of the District? ☐ Yes ☐ No
If yes, please identify the individuals (s):_____

1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved this Agreement and the provisions hereof.

1.44 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

1.45 **Authority**. The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent

that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo, Associate Superintendent
Business & Facilities

EARTH SYSTEMS (CONSULTANT)

By: _____
Signature

By: _____
Print Name

Title: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

October 29, 2025
(Revised November 3, 2025)

Proposal No.: VEN-25-10-018

Attention: David Pegg
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

For Fee Only - Attachment A

Project: Proposed New Multi-Purpose Building
Simi Valley High School
5400 Cochran Street
Simi Valley, California
(DSA Application No. A 03-124559).

Subject: Proposal to Provide Geotechnical Engineering and Materials Testing and Foundation Observation during Construction

Reference.: HMC Architects, Simi Valley High School New Multi-Purpose Building, DSA-Approved Project Plans, October 15, 2025, Earth Systems Engineering Geology and Geotechnical Engineering Report No.24-10-63.

INTRODUCTION AND PROJECT DESCRIPTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering observations and testing services during the construction phase of the proposed project at the existing Simi Valley High School in Simi Valley, California.

PROPOSED SCOPE OF SERVICES

Based on information provided in the referenced Structural Tests and Inspections Sheet, the approved project plans, and our experience with projects of a similar nature, the following scope of work is anticipated:

Compaction Testing during Grading, Utility Trench Backfill, and Retaining Wall Backfill

Our technicians will provide grading observation to determine compliance with the recommendations of the project Engineering Geology and Geotechnical Engineering Report. In addition, compaction testing will be performed in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within fill areas. Project management will be provided by the Project Geotechnical Engineer, and this will likely include site visits during grading. Retaining wall and utility trench backfills will also be tested in accordance with the project plans and specifications. We anticipate a total of 200 hours of soil technician time will be required to provide these services. Laboratory testing may include maximum density/optimum moisture curves, expansion index, corrosivity, and gradation analyses to confirm materials meet specifications.

October 29, 2025
(Revised November 3, 2025)

Proposal No.: VEN-25-10-018

Foundation Observations

A technician will observe all foundation excavations to verify that bearing conditions are in conformance with the recommendations of the referenced Engineering Geology and Geotechnical Engineering Report and Addendum. These observations should be performed prior to placement of reinforcing steel or concrete and will be coordinated with the Project Inspector.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

SERVICES NOT EXPECTED TO BE REQUIRED

Earth Systems understands that the materials testing and special inspection services on the project will be provided by others.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule dated January 1, 2026, a copy of which is enclosed. Fee estimates provided below were determined based on estimates of the number of hours of work expected to be required for the project.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates are for **general budgeting purposes only**.

As requested by the Simi Valley Unified School District, we have included the charges for two invoices that covered the monitoring performed during installation of the temporary shoring.

Compaction Testing & Lab Testing	$45,100.00
Foundation Observations:	$9,500.00
Project Management	$5,500.00
Outstanding Invoices (#855870 and #856399)	$10,148.50
Additional Services	Per Fee Schedule
Total Estimate	**$70,248.50**

October 29, 2025
(Revised November 3, 2025)

Proposal No.: VEN-25-10-018

TERMS FOR SERVICES

1. Investigation, Monitoring, and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to consultant all information and sufficient advance notice necessary in order for consultant to perform the appropriate level of services. No statement or action of consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice

within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of consultant, its parent, subsidiaries, affiliates, and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of $25,000.00 or the total fees paid to consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental, or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations, and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is

October 29, 2025
(Revised November 3, 2025)

Proposal No.: VEN-25-10-018

located, and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

Upon acceptance of this proposal, please sign and date a copy and return it to Earth Systems Pacific, 5917 Olivas Park Drive, Suite F, Ventura, California 93003.

Respectfully submitted,
EARTH SYSTEMS PACIFIC

Anthony P. Mazzei
Geotechnical Engineer No 2823

Agreed to and Accepted

_____
Client Signature and Title

_____
Client Name (in print)

_____
Date

Copies: 1 - David Pegg, Simi Valley Unified School District (via email)
1 – Lori Rubenstein, Simi Valley Unified School District (via email)
1 - Proposal File

FINGERPRINT CERTIFICATE

I, _____, am the _____ of

(Print Name) [SimiEDU45125-1] (Title)

_____. I declare, state, and certify all of the following:

(Entity/Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 details three (3) methods for ensuring the safety of pupils as described below.
   A. Installation of a physical barrier.
   B. Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
   C. Surveillance of contractor's employees by school personnel.

   The District requires Entity/Contractor to be able to comply with method (B) above. As such, **Entity/Contractor must have a California Department of Justice issued ORI number** under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove individual identified from District sites.

   Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.

   Entity/Contractor ➡ [ ] ⬅ **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

   As an alternative to Entity/Contractor having an ORI number, the District may allow Entity's/Contractor's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.
2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:

   A. The fingerprints of each person identified on Attachment B-1, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; and,

   B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

3. Entity/Contractor and I understand that if the District determines that Entity/Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.

4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity/Contractor is performing work. If Entity/Contractor is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance, cannot be achieved, then Entity/Contractor shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity/Contractor has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 20_____.

(City and State) [SimiEDU45125-1b]

_____ _____

(Signature) (Handwritten or Typed Name)

*** ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE ***

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the Entity's/Contractor's ORI number pursuant to Education Code §45125.1 and §45125.2; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of

(Print Name) [SimiGOV8350] (Title)

_____

(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at_____ this ____day of _____, 20____.

(City and State)

_____

(Signature)

_____

(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT:

This Tobacco-Free Environment Certification form is required from the successful Bidder.

The contract between **Simi Valley Unified School District** ("District") and

_____ ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke/vape on any District site.

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

the _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
(Signature)

_____
(Name Printed or Typed)

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
11/13/25 HY
Date Signature

TITLE: RATIFICATION OF MEASURE X FUNDED PARTIAL EXPENSES, AGREEMENTS AND FIELD CONTRACTS UNDER CUPCCAA; JUNE 1, 2025 TO OCTOBER 31, 2025

Business & Facilities
Consent #10

November 18, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information
The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is $200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at $60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Partial Expenses, Agreements and Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures from June 1, 2025 to October 31, 2025.

Fiscal Analysis
The total amount for Measure X funded Field Contracts issued under CUPCCAA from June 1, 2025 to October 31, 2025, is **$186,476.12** as shown on Exhibit "A".

Recommendation
It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A."

On motion # 10 by Trustee Pietrolungo, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, ratified Measure X Funded Partial Expenses, Agreements and Field Contracts under CUPCCAA; June 1, 2025 to October 31, 2025.

Ayes: James Pietrolungo Jessica Jubran Smollen Noes: 0 Absent: 0 Abstained: 0

MEASURE X PURCHASE ORDERS UNDER CUPCCAA, AGREEMENTS, AND MISC POS FROM June 1, 2025- OCTOBER 31, 2025

Req Date	Req #	PO #	Vendor	Total Amt	Comment
4/2/2025	R25-04020	P25-03800	CLARIDGE PRODUCTS & EQUIPMENT	$ 14,056.96	SYCAMORE WHITE BOARDS CLASS RENO
4/2/2025	R25-04035	P25-03801	CLARIDGE PRODUCTS & EQUIPMENT	$ 18,279.21	GG WHITE BOARDS CLASS RENO
4/8/2025	R25-04118	P25-04291	CLARK SEIF CLARK, INC.	$ 9,530.00	SVHS UTILITY HAZ MAT MPR DEMO
4/21/2025	R25-04305	P25-04437	CDW-GOVERNMENT, INC.	$ 6,193.69	BIGS/GG/HH/SYC FURNITURE CLASS RENO
4/24/2025	R25-04399	P25-04438	CABINET PLUS, INC	$ 11,550.00	GG CABINETS CLASS RENO
4/25/2025	R25-04403	P25-04439	CABINET PLUS, INC	$ 28,175.00	SYCAMORE CABINETS CLASS RENO
4/30/2025	R25-04492	P25-04219	AMAZON CAPITAL SERVICES	$ 663.89	IT NOTIFICATIONS MISC HARDWARE
5/6/2025	R25-04584	P25-04441	MACKEY ELECTRIC	$ 8,421.00	SSES DATA CONDUITS NOTIFICATIONS
5/16/2025	R25-04672	P25-04479	LIMASOL CONSTRUCTION, INC.	$ 16,400.00	GG REMOVE/REPLACE PARTITIONS/DOORS
5/20/2025	R25-04692	P25-04460	G.I. RUBBISH CO	$ 1,290.63	TS TRASH CLASS RENO
5/20/2025	R25-04693	P25-04461	G.I. RUBBISH CO	$ 2,293.58	HH TRASH CLASS RENO
5/20/2025	R25-04695	P25-04462	G.I. RUBBISH CO	$ 1,849.62	SYCAMORE TRASH CLASS RENO
6/6/2025	R25-04819	P25-04586	VIRCO, INC.	$ 6,625.76	SYCAMORE CABINETS CLASS RENO
6/6/2025	R25-04820	P26-00405	CLARK SEIF CLARK, INC.	$ 7,715.00	SVHS UTILITY BLDG ASBESTOS ABATEMENT
6/9/2025	R25-04826	P25-04753	CHIPMAN RELOCATION & LOGISTICS	$ 12,182.50	MOVE/TRASH FURNITURE AT 5 SITES
7/2/2025	R26-00527	P26-00406	TC SECURITY SYSTEMS	$ 3,000.00	GG ALARM REPAIRS CLASS RENO
7/7/2025	R26-00559	P26-00408	LD PLUMBING LLC	$ 5,760.28	SYCAMORE WATER VALVES REPAIRS CLASS RENO
7/22/2025	R26-00657	P26-00419	ACCESS CONTROL SECURITY	$ 1,050.00	SVHS NIGHT SECURITY MPR
8/1/2025	R26-00742	P26-00495	COLBI TECHNOLOGIES	$ 2,500.00	SECURE BIDS SUBSCRIPTION
8/1/2025	R26-00745	P26-00497	SWRCB	$ 619.00	HH FEES CLASS RENO
8/13/2025	R26-00893	P26-00639	KELLY CLEANING & SUPPLIES	$ 7,960.00	GG FLOOR CLEANING CLASS RENO
8/13/2025	R26-00894	P26-00640	KELLY CLEANING & SUPPLIES	$ 7,560.00	SYC CLASSROOM/FLOOR CLEANING CLASS RENO
8/21/2025	R26-01012	P26-00893	LAWRENCE W. ROSINE CO.	$ 12,800.00	HH MPR FLOORING/MATS CLASS RENO
			TOTAL:	**$ 186,476.12**	

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
11/19/25 H
Date Signature

TITLE: APPROVAL OF AMENDMENT #2 TO AGREEMENT NO. R23-02250 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW MPR CLASSROOM BUILDING AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #12

November 18, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the district. HMC was one of the firms selected.

1. Division of State Architect (DSA) advised to break the project into three separate construction projects, requiring two different DSA plan check numbers, in order to obtain DSA approvals (Increment #1 & increment #2). Thus, creating additional work for the architectural / engineering team. Increment #1 was partially constructed during the summer of 2024 and the remaining portions of Interment #1 and Interment #2 are currently under construction, summer of 2025.

Per the contract, the architect's fee adjustment is based on the OPSC sliding scale percentage of the Guaranteed Maximum Price (GMP) of construction. This amendment is the reconciliation, per contract of the GMP, minus the district's contingency and the parking lot allowance.

The original fee:

Original Construction Budget:

	%	Modernization	New Construction	Total
New MPR		$ 12,250,000	$ 22,750,000	$ 35,000,000
OPSC Scale				
New MPR	7.12%	$ 1,167,500	$ 1,325,000	$ 2,492,500

On motion # 60 by Trustee Pietrolungo, seconded by Trustee Smollen and carried by a vote of 5-0, the Board of Education, by a roll-call vote, approved Amendment #2 to Agreement No. R23-02250 with HMC Architects.

Ayes: James Pietrolungo Jessica Lubram Smollen Noes: 0 Absent: 0 Abstained: 0

TITLE: **APPROVAL OF AMENDMENT #2 TO AGREEMENT NO. R23-02250 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW MPR CLASSROOM BUILDING AT SIMI VALLEY HIGH SCHOOL**

The revised fee:

(GMP) Construction Budget:

	%	Modernization	New Construction	Total
New MPR		$ 13,029,636	$ 24,197,896	$ 37,227,532

OPSC Scale

New MPR	7.06%	$ 1,229,871	$ 1,397,395	$ 2,627,266

The total architectural fee increase is $134,766.00.

Fiscal Analysis

$2,592,200.00	Original Contract (including $99,700.00 reimbursable expenses)
$ 497,410.50	Amendment #1
$ 134,766.00	Amendment #2
$3,224,376.50	Total revised contract, (including $99,700 reimbursable expenses), funded with measure X funds.

Recommendation

It is recommended that the Board of Education approve Amendment #2 to the HMC Architects agreement R23-02250.

Docusign Envelope ID: 0FEE732B-6EA3-4257-8A4F-76E4328AA3FA

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 W. Cochran Street, Simi Valley, CA 93065
805.306.4500 ext. 4461

AMENDMENT

Project Name:	New MPR Classroom Building	Amendment #	2
Site:	Simi Valley HS	Board Date:	11/18/2025
To (Consultant):	HMC Architects	Bid #:	
Address:	3546 Concours Street Ontario, CA 91764	Requisition #	R23-02250
		P.O. #:	P23-02083

THE CONTRACT HAS CHANGED AS FOLLOWS:

HMC is reconciling the Architectural fee, per contract, to account for the Guaranteed Maximum Price (GMP), minus the district's contigency and the parking lot allowance.

The original fee:

Original Construction Budget:

	%	Modernization	New Construction	Total
New MPR Costs		$ 12,250,000	$ 22,750,000	$ 35,000,000
OPSC Scale				
New MPR	12%	$ 1,167,500	$ 1,325,000	$ 2,492,500

The revised fee:

(GMP) Construction Budget:

	%	Modernization	New Construction	Total
New MPR		$ 13,029,636	$ 24,197,896	$ 37,227,532
OPSC Scale				
New MPR	06%	$ 1,229,871	$ 1,397,395	$ 2,627,266

Total architectural fee increas is $134,766.00

Docusign Envelope ID: 0FEE732B-6EA3-4257-8A4F-76E4328AA3FA

EXHIBIT "A"

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 W. Cochran Street, Simi Valley, CA 93065
805.306.4500 ext. 4461

Adjustment to Contract Amount			Adjustment to Contract Schedule	
Original Contract Amount:	$	2,592,200.00	Original Contract Start:	Nov-22
Total Prior Change Orders:	$	497,410.50	Original Completion Date:	Dec-25
Contract Sum Prior to this Change Order:	$	3,089,610.50	Total Approved Time Extension to Date:	0
Amount of this Change Order:	$	134,766.00	Adjustment per this Change Order:	0
Revised Contract Amount:	$	3,224,376.50	New Completion Date:	February 27, 2028

The undersigned Contractor agrees with the foregoing changes to the Contract price and time allowed for completion of the Work, and agrees to furnish all labor, materials, service, and perform all work necessary to complete any additional work specified herein. Changes to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

Brian Meyers HMC Architects	DocuSigned by: Brian Meyers Signature	11/10/2025 Date
Desiree Rask Project Coordinator	Signature	Date
David Pegg Construction Project Manager	Signature	Date
Lori Rubenstein Bond Program Manager	Signature	Date
Ron Todo Associate Superintendent, Business & Facilities	Signature	Date

Docusign Envelope ID: 0FEE732B-6EA3-4257-8A4F-76E4328AA3FA

HMC DESIGN FOR GOOD Architects

Amendment No. 2

Date: November 7, 2025

Project Name: Simi Valley Unified School District
SVUSD SVHS New Multipurpose Building
HMC #3210018-000

AMENDMENT NO. 2 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated June 20, 2023, by and between Simi Valley Unified School District (Owner) and HMC Group (Architect), with respect to providing Architectural and Engineering Services is hereby amended, modified, and revised as follows:

HMC is reconciling the fee to account for the recently approved Guaranteed Maximum Price (GMP) for the Simi Valley High School New Multipurpose Building project. The original fee was based on a $35,000,000 project. The current GMP value is $37,227,532. Using the same fee basis of 65% new construction and 35% modernization scope, our fee for this scope is adjusted from $2,492,500 to $2,627,266, an increase of **$134,766.**

The original fee:

Original Construction Budget:				
	%	**Modernization**	**New Construction**	**Total**
New MPR		$ 12,250,000	$ 22,750,000	$35,000,000
OPSC Scale				
New MPR	7.12%	$1,167,500	$1,325,000	**$2,492,500**

The revised fee:

(GMP) Construction Budget:				
	%	**Modernization**	**New Construction**	**Total**
New MPR		$ 13,029,636	$ 24,197,896	$37,227,532
OPSC Scale				
New MPR	7.06%	$1,229,871	$1,397,395	**$2,627,266**

Compensation:

HMC Group requests a fee increase of **One Hundred Thirty-Four Thousand, Seven Hundred Sixty-Six Dollars ($134,766)** as follows:

Fee Summary:

Original Fee	$ 2,492,500.00
Amendment #1 (9/2/25)	$ 497,410.50
Amendment #2	**$ 134,766.00**
Total Revised Fee	**$ 3,124,676.50**

*

Reimbursable Expenses:

No changes to reimbursables expenses.

3546 Concours Street / Ontario, CA 91764 / T 909 989 9979 / F 909 483 1403 / www.hmcarchitects.com

Docusign Envelope ID: 0FEE732B-6EA3-4257-8A4F-76E4328AA3FA

Please review this Amendment and if it meets with your approval, please sign and return one (1) original to my attention.

HMC Group
3546 Concours Street
Ontario, CA 91764

By _____ 11/7/25
Brian Meyers (Date)
Pre K-12 Practice Leader

Simi Valley Unified School District
875 East Cochran
Simi Valley, CA 93065-0999 US

By _____
Lori Rubenstein (Date)
Bond Program Manager

cc: S. Gradillas, File-CN-AOA

3546 Concours Street / Ontario, CA 91764 / T 909 989 9979 / F 909 483 1403 / www.hmcarchitects.com

Certificate Of Completion

Envelope Id: 0FEE732B-6EA3-4257-8A4F-76E4328AA3FA
Status: Sent
Subject: Complete with Docusign: SVHS New MPR Bldg Amendment #2 HMC P23-02083.pdf
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.39

Record Tracking

Status: Original
11/10/2025 2:34:38 PM
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Simi Valley Unified School District
Location: Docusign

Signer Events	Signature	Timestamp
Brian Meyers Brian.Meyers@hmcarchitects.com Pre K-12 Practice Leader Security Level: Email, Account Authentication (None)	DocuSigned by: Brian Meyers 8FE5845BB47A43F... Signature Adoption: Pre-selected Style Using IP Address: 66.60.157.250	Sent: 11/10/2025 2:53:23 PM Viewed: 11/10/2025 2:58:58 PM Signed: 11/10/2025 3:00:42 PM
Electronic Record and Signature Disclosure: Accepted: 11/10/2025 2:58:58 PM ID: ee24c3e9-b8d6-4b6c-9574-6390a60dca43		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)		Sent: 11/10/2025 3:00:43 PM
Electronic Record and Signature Disclosure: Accepted: 10/22/2025 9:51:18 AM ID: 094ea3de-1ded-4fd8-87cf-45b7fac3b66e		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/7/2025 12:21:40 PM ID: fa9698e4-7314-4c70-a4b2-087e2d9e5265		
David Pegg david.pegg@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/7/2025 12:26:14 PM ID: 57fcefdd-d52a-4b40-b9c4-b05b8c658256		
Lori Rubenstein lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/7/2025 1:04:36 PM ID: 1bf5f707-c33b-481e-9158-ddd9d695766b		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/7/2025 1:16:07 PM ID: 2126f394-8603-4964-9f00-b2b5381c5dc9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2025 2:53:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT "A"

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
11/12/25 AY
Date Signature

TITLE: AWARD OF LEASE LEASEBACK CONTRACTS

Business & Facilities
Informational #2

November 18, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Royal High School Project:

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback (LLB) contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Royal High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The district received four proposals and, after scoring the proposals and interviewing the firms, Balfour Beatty Construction LLC received the highest score, and is therefore the best value to the district.

On January 18, 2022, the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School and amended on March 14, 2023, to incorporate the Simi Valley High School MPR / Kitchen / Classroom Bldg.

On October 21, 2025, the Board of Education approved Action Item #1, Adopting the Balfour Beatty Lease Leaseback Not-To-Exceed Guaranteed Maximum Price After the Division of State Architect (DSA) Provides Plan Check Approval for the New MPR Building Project at Simi Valley High School. DSA has provided plan check approval for the project.

The district requested a final GMP proposal for the SVHS New MPR Classroom Bldg, from Balfour Beatty Construction, LLC.

The New MPR Classroom Building Project at Simi Valley High School, Consent #07

After reviewing and negotiating the proposal, the proposal was deemed complete and qualified, and therefore the best value to the district.